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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JIANGSU SOHO TECHNOLOGY TRADING CO., LTD.

Plaintiff,

-against-

AGE GROUP LTD.

Defendant.

CIVIL ACTION NO.:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jiangsu Soho Technology Trading Co., Ltd. (“Plaintiff”) by and through its undersigned attorneys, alleges as follows for its complaint against Defendant, AGE Group Ltd. (“Defendant”) upon information and belief:

PARTIES

1. At all material times, Plaintiff was and is a foreign company engaged in international commerce with its principal offices located at 48 Ningnan Road, Nanjing, Jiangsu Province, People’s Republic of China 210012.

2. Upon information and belief, at all material times, Defendant is a New York company with its principal place of business located at 2 Park Avenue FL 18, New York, New York 10016.

3. Plaintiff engages in the manufacture, production sale and export of various garment products.

4. At all material times, Defendant ordered and purchased various models of garment products from the Plaintiff, which are the subject of this action (hereinafter referred to as “the Goods”).

BACKGROUND

5. This is an action to recover moneys due for the Goods sold by Plaintiff to Defendant, together with applicable interest, costs, and attorney’s fees.

6. In 2019, Plaintiff manufactured and delivered the Goods to Defendant as per purchase orders issued by the Defendant. Plaintiff issued invoices for the Goods in the amount of \$2,160,744.47 under the following invoice numbers: No.91917375228H, 91917375251H, 91917375226H, 91917375223H, 91917375225H, 91917375230H, 91917375231H, 91917375232H, 91917375229H, 91917375233H, 91917375234H, 91917375236H, 91917375235H, 91917375237H, 91917375238H, 91917375239H, 91917375239H, 91917375240H, 91917375241H, 91917375242H, 91917375243H, 91917375244H, 91917375245H, 91917375246H, 91917375248H, 91917375227H, 91917375252H, 0028124, 0028125, 0028126, 0028199, 0028200, 0028209, 0028210, 0028211, 0028212, 0028213, 0028214, 0028215, 0028216, 0028217, 0028218, 0028219, 0028220, 0028221.

7. Plaintiff shipped and delivered the Goods to Defendant, but Defendant failed to timely make payments under the invoices.

JURISDICTION AND VENUE

8. This Court possesses jurisdiction over this case pursuant to 28 U.S.C. § 1332(a), as there is diversity between a subject of a foreign state (Jiangsu) and a citizen of the State of New York (New York City), and the amount in controversy exceeds \$75,000.00.

9. Venue is proper in this case pursuant to 28 U.S.C. §1391(b), as Defendant resides within the Southern District of New York.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

10. Plaintiff repeats and realleges the allegations contained in each of the preceding paragraphs as if fully set forth herein.

11. Plaintiff shipped the Goods to Defendant in accordance with the above-mentioned commercial invoices.

12. Defendant breached its contracts with Plaintiff by failing to pay for the Goods shipped to the Defendant.

13. As a direct and proximate result of the Defendant's breach of its contractual obligations under the commercial invoices referenced herein, Plaintiff has been damaged in an amount totaling \$2,160,744.47, plus interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

ACTION ON ACCOUNT

14. Plaintiff repeats and realleges the allegations contained in each of the preceding paragraphs as if fully set forth herein.

15. Plaintiff shipped the Goods and issued the above-referenced commercial invoices to Defendant, pursuant to the sale contracts received from the Defendant.

16. Defendant received and retained the invoices without objection.

17. Defendant failed to remit payment despite that it has been in possession of the invoices beyond a reasonable amount of time.

18. Plaintiff demanded payment of the balance due, but Defendant has refused to pay and remains delinquent in its account.

19. As a direct and proximate result of the Defendant's failure to pay the invoices, Plaintiff has been damaged in an amount totaling \$2,160,744.47, plus interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

UNJUST ENRICHMENT

20. Plaintiff repeats and re-alleges the foregoing paragraphs as if set forth here at full length.

21. Defendant was enriched by accepting delivery of the Goods.

22. Plaintiff is impoverished in the value of the Goods delivered to Defendant.

23. Defendant's enrichment is connected to Plaintiff's impoverishment, as Defendant accepted delivery of the Goods without providing payment to Plaintiff.

24. Defendant has no justification for keeping, using, or reselling the Goods without payment to Plaintiff.

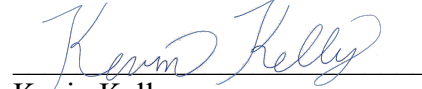
25. Although Plaintiff made a written demand for payment of the amount due, Defendant remains delinquent in providing payment.

26. By reason of the aforesaid, Plaintiff is unjustly enriched by Plaintiff's delivery of the Goods and Plaintiff sustained damages in the amount of \$2,160,744.47.

WHEREFORE, plaintiff Jiangsu Soho Technology Trading Co., Ltd. demands judgment against defendant AGE Group Ltd. for the sum of \$2,160,744.47; for pre-judgment and post-judgment interest; for attorney's fees and the costs of the action; and for such other and further relief as this court deems proper and just.

Dated: New York, New
York June 13, 2022

MAZZOLA LINDSTROM LLP

A handwritten signature in blue ink, reading "Kevin Kelly", is written over a horizontal line.

Kevin Kelly

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